

EMPLOYMENT CONTRACT

This Employment Contract (the "Agreement") is entered into by and between the Westwood Village Improvement Association, the non-profit organization that administers the Westwood Business Improvement District in the City of Los Angeles ("WVIA"), and Andrew Thomas (the "Executive"). This agreement is made and shall be effective as of January 1, 2017. The WVIA and the Executive are sometimes referred to individually as a "party" and collectively as the "parties."

RECITALS

- A. The WVIA administers the Westwood Business Improvement District (WBID) whose purpose is to provide leadership, services and programs to improve the economic vitality of the WBID.
- B. The WVIA desires to employ the Executive as Executive Director and the Executive desires to work for the WVIA in this capacity.
- C. The WVIA and the Executive Director desire to set forth the terms and conditions of the Executive's employment with the WVIA in writing.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained below, the parties hereby agree as follows:

ARTICLE 1

TITLE, DUTIES, AND REPORTING RESPONSIBILITIES

1.1 Title

During the Term of this Agreement, the Executive shall be employed as the Executive Director of the WVIA.

2 Duties and Reporting Responsibility

1.2.1 During the Term of this Agreement, the Executive shall report to the Board of the WVIA. The Executive shall perform those duties consistent with the position of Executive Director and such other duties as may be assigned to the Executive from time-to-time by the Board.

1.2.2 Without limiting the extent of such responsibilities, the Executive shall be responsible for the following:

- (a) Comply with the Articles of Incorporation and the Bylaws of the WVIA.
- (b) Comply with the applicable provisions of the WVIA's contract with the City of Los Angeles.
- (c) Implement and carry out the directions, policies and goals set by the Board of the WVIA.
- (d) Prepare the WVIA's budget, which shall be submitted to and approved by the Board annually, and administration of the financial affairs of the WVIA consistent with the approved budget.
- (e) Supervise all staff, employees, contractors and consultants
- (f) Conduct meetings of the Board of a regular basis to report on-going operations and to conduct business of the WVIA.
- (g) Negotiate and execute contracts for all services.

1.2.3 The Executive will devote his full time, attention, efforts, energies and abilities to the business and affairs of the WVIA. It is agreed that the Executive can be a member of any trade organization or council whose purpose is to promote cultural, economic or aesthetic development. The Executive agrees that during the term of this Agreement he will not be employed by any other private enterprise, local or city government to provide services such as those listed in Section 1.2.2, except to the extent such services are approved by the WVIA Board of Directors.

ARTICLE 2

COMPENSATION AND BENEFITS

2.1 Salary

2.1.1 Effective January 1, 2017, the WVIA shall pay the Executive a base salary (the "Base Salary") at the annual rate of \$135,000. Base Salary shall increase annually on January 1st of each year, beginning January 1, 2018, through the duration of this Agreement, at a minimum rate of 1% and a maximum rate of 4%, based on performance and the approval of the WVIA Executive Committee.

2.1.2 The Executive's Base Salary shall be payable in accordance with the WVIA's normal payroll practices.

2.2 Benefits

2.2.1 The Executive shall be entitled to twenty-three (23) days of paid time-off ("PTO") annually, increasing annually by one (1) PTO day per year, beginning January 1st of each year, beginning January 1, 2018, through the duration of this Agreement. No more than forty (40) days of PTO may be accrued during the term of this Agreement. Any PTO that accrues beyond forty (40) days, at the end of each calendar year, will be paid to the Executive at a rate which corresponds to his base salary.

2.2.2 Compensation shall be provided to the Executive for the purchase of health insurance, allocated as a per month allowance of \$1000 per month.

2.2.3 So long as the Executive remains employed by the WVIA, the WVIA shall also provide to the Executive paid holiday leave. Applicable holidays are New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and New Year's Eve Day. If the Executive works a full day on any of the aforementioned paid holidays, the Executive may take the paid holiday as PTO at any time during the Term of this Agreement, provided the additional day does not cause the Executive's total PTO to exceed forty (40) days, in which case the day will be paid to the Executive at a rate which corresponds to his base salary.

2.2.4 The Executive shall also be entitled to participate in the WVIA's 401(k) retirement plan subject to the conditions set forth in the documents governing the plan, as the plan may be amended or modified from time-to-time. The WVIA shall match Executive contributions up to a maximum amount of five percent (5.0%) of the Executive's Base Salary.

2.3 Bonus

2.3.1 The WVIA may consider awarding the Executive an annual bonus at a rate of up to 10% of the Base Salary, beginning in 2017 and continuing annually through the duration of this Agreement. This bonus shall be based on performance and awarded by the WVIA Executive Committee.

ARTICLE 3

BUSINESS EXPENSES

3.1 Expenses Reimbursement

3.1.1 The WVIA shall reimburse the Executive for all reasonable and customary business expenses in connection with the performance of his services under this Agreement, including but not limited to, parking and travel provided that

the Executive furnishes to the WVIA adequate records and other documentary evidence required by Federal and State statutes and regulations.

3.1.2 The WVIA shall provide the Executive a cell phone allowance of up to \$150 per month.

ARTICLE 4

TERM AND TERMINATION OF AGREEMENT

4.1 Term of Agreement

4.1.1 This Agreement shall be effective commencing January 1, 2017 and ending at midnight on December 31, 2020.

Death or Disability

4.2.1 Except as specifically set forth in this Agreement, the WVIA may terminate this Agreement without any further obligation to the Executive on the death or disability of the Executive. For the purposes of this section "disability" shall mean the Executive's inability to perform his assigned duties for the WVIA on a full-time basis for ninety (90) consecutive calendar days in any twelve (12) month period as a result of incapacity due to medically documented physical or mental illness and which, in the opinion of a physician, makes it impossible for the Executive to perform his duties and responsibilities under this Agreement.

Termination for Cause

4.3.1 Subject to the provisions of this Section 4.3, the WVIA may terminate this Agreement and the Executive's employment at any time without any further obligation to the Executive for "Cause" as defined herein except that the Executive shall be entitled to his Base Salary through the date of termination. For the purposes of this Agreement, "Cause" shall mean (i) fraud, (ii) misrepresentation, (iii) gross insubordination, (iv) gross misconduct, (v) theft or embezzlement of WVIA assets, (vi) serious violation of the law, (vii) failure to perform the duties specified in Section 1.2.2 of this Agreement. However, the WVIA shall first have given the Executive written notice of the alleged "Cause" and a reasonable opportunity to cure.

4.4 Termination Without Cause

4.4.1 The WVIA may also terminate this Agreement at any time without Cause, for any or no reason, on written notice to the Executive and without any further obligation to the Executive except as specifically set forth in this Agreement.

4.4.2 If the Executive is terminated without Cause, he shall be entitled to receive his Base Salary (payable at the rate the Executive was being paid on the date of termination), plus the benefits listed in Section 2.2, for a period of three (3) months.

4.5 Resignation Without Cause

4.5.1 If the Executive resigns his employment with the WVIA for any reason other than the WVIA's breach of this Agreement, this Agreement shall be deemed terminated without any further obligation of the WVIA to the Executive.

4.5.2 The Executive agrees to give the WVIA thirty (30) days written notice of his intention to resign during the term, with such notice specifically stating the date on which his resignation will be effective (a "Notice of Resignation").

ARTICLE 5

MISCELLANEOUS

5.1 Restrictive Covenants

5.1.1 At all times, both during and after the termination of employment, the Executive shall keep and retain in confidence and shall not disclose to any person, firm or corporation (except with the prior written consent of the Board) any of the proprietary, confidential or secret information or trade secrets of the WVIA.

5.2 Insurance

5.2.1 The WVIA agrees to maintain Workers Compensation and Comprehensive General Liability Insurance and Directors and Officers Insurance covering the Executive.

5.3 Indemnification

5.3.1 The WVIA agrees to defend and hold harmless the Executive and any claims, liability, financial loss or damage in performing his duties and obligations under this Agreement, except to the extent that the Executive has acted in a reckless or wrongful manner.

5.3.2 Notwithstanding anything to the contrary in this Agreement, the obligations described in Section 5.3.1 shall survive the termination, non-renewal, or expiration of this Agreement.

5.4 Governing Law

5.4.1 The Agreement shall be governed by the laws of the State of California.

5.4.2 If any provisions of this Agreement shall be declared to be invalid or unenforceable, in whole or in part, such invalidity or enforceability shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect and such invalid and unenforceable provisions of this Agreement shall be modified and limited only to the extent necessary in order to make such provisions enforceable.

5.5 Arbitration

5.5.1 Any controversy, claim or dispute arising out of, or relating to the Agreement or the breach thereof shall be submitted to arbitration in accordance with California Civil Procedures Code sections 1282-1284.2. Such judgment shall be final and binding and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The parties shall split equally the cost of the arbitrator. Otherwise, the prevailing party in any arbitration shall be entitled to recover its reasonable attorneys fees and cost from the non-prevailing party.

5.6 Integration

5.6.1 This Agreement is the entire agreement between the parties with respect to the Executive's employment by the WVIA and supersedes all prior written, oral or implied representations, commitments and understandings between the parties hereto.

5.6.2 None of the terms or provisions of this Agreement shall be modified or waived, and this Agreement may not be amended except by the written agreement of both the WVIA and the Executive. There are no other understandings or covenants, express or implied, not expressly set forth in this Agreement

5.7 Notices

5.7.1 For purposes of this Agreement, notices provided for in this Agreement shall be in writing and shall be deemed duly given upon receipt when delivered, or mailed by United States registered or certified mail, return receipt requested, posted prepaid, to the WVIA at its headquarters and to the Executive at his place of residence.

5.8 Warrants

5.8.1 The Executive hereby warrants that he has carefully read and fully understands all provisions of this Agreement, and that the Executive is free to enter into this Agreement and render services pursuant thereto.

5.9 Authority

5.9.1 The WVIA hereby represents that it has the requisite power and authority to execute this Agreement and perform all of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

EXECUTIVE

WVIA

[Redacted Signature]

Andrew Thomas

Date: 12-30-2016

Taxpayer ID# [Redacted]

[Redacted Signature]

Name: Jessica Dabned

Date: December 30, 2016

Title: Chair of Board